App. F. IX-4

Previous References

193 2.
(Law)

File No. 133-32

Serial Nos. 1-2

Later References
Law 75-33-1, 2 & 4
" 139-34 -c

(27)

General and Revenue Secretariat.

Serial Nos.

Part B for May 33

SUBJECT.

Re Proposal to accept the offer made by messrs B.K. Gajendrachar & B.K. Ghanashyam Dr. Hariamma in Connection with the ~~Suit~~ Revenue suit- ~~miscellaneous~~ files against them and the Assistant Essential Products. Ltd

---

To,

The Director S.O.F
Govt- Advocate
Comptr- thro H Secrt.

R10. P 5562-64. dy 29.6.33

Accepts the offer referred to above for a Compromise in the said Civil Case suit on payment of Consideration of Rs 12500/- each.

Rl. April 33
20.5.33

GENERAL AND REVENUE SECRETARIAT.

(Law)

NOTES.

File No. 133-32 -

FILE HEADING.

offr of a Compromise in Special Civil Suit by Messrs. M. Hariyanna and BK Gundachar

FROM

The Director of S.C.I.

No. 4172 Dated 10.4.33 Received 12.4.33

Diary No. 5379	Enclos.	Spare copies	Serial No. 1

BRIEF ABSTRACT OF LETTER

forwards a letter received from Messrs. M. Hariyanna and B.K. Gundachar defts 3 & 4 in O.S. 28/1931, praying for a Compromise of the suit against them on payment Rs 12,500/- each or Rs 25,000/- in all, and recommends in the circumstances stated, that the offr may be accepted, and the Govt. addl. instructed to report settlement in the above case.

NOTES AND ORDERS.

1) The Connected file relating to the O.S. 28/1931 on the file of the Dist. Judge, Bijapur (Govt vs Evangelical Producers Co Ltd) and the file leading to the Compromise effected with the Sons of late Mr Vadhanarayya are put up.

(plaintiff) 'R' 2) The total claim in the main suit is Rs 8,37,665-2-3 and the Case against defendants 3-7 sons of late Mr. Vadhanarayya

'S' (vide G.O. dated 8.8.33) was Compromised for a Sum of Rs 20,000 of which Rs.6,000/- being the Cash payment taken or Converted to Home Security, and the remaining

NOTES—First Sheet

Compromise in Sandal cot Court suit.

V/2

Law File No. 133 of 1932. | General and Revenue Secretariat

Rs 14,000/- being the estimated Value of the Jewels deposited with Messrs. Canto &c.

3) The Director of S.O.T. inter alia points out "that the Success of my Suit being problematical, the best Course would be to settle the matter out of Court". The Govt. Ad. who was Consulted in the matter is of opinion that "this is eminently a fit Case for opinion.

4) In the Circumstances stated he recommends that the offer of Rs 25,000 (12,500 each) may be accepted and by Defts 3 and 4 may be accepted and the Suit withdrawn against them. If the present Compromise is effected, the Suit is to be proceeded against two defts only viz (1) Ensenflour Products Ltd and (2) Mr. Sivaramachar.

Submitted for orders.

SD 17/4 MSK

5) Messrs Kariamma & B. K. Govindachar offer to pay Rs 12,500/- each, ie in all Rs 25,000/-, if Govt agree to withdraw the Civil Suit launched against them for recovery of money misappropriated through the Ensenflour agency.

6) The Director strongly recommends an acceptance of this offer and the Govt Advocate has expressed his opinion that it is eminently a fit case for Compromise.

P.O.D.

Serial No.

'S'

7) As regards the total amount misappropriated & the amounts realised till now, kind reference is invited to para 51 of the notes in the linked file relating to the compromise of the suit ~~so far~~ against the sons of late mr. Vardhamana and to the information furnished by the Director in para 63 thereof. It is seen therefrom that the total claim of Govt is for Rs 8,37,665-2-3 and the amount recovered from liquidation proceedings in England is only £ 90-13-5. The claim against mr! Vardhamana's Sons has been compromised for Rs 20,000/- as per G.O of 8th August 1932.

'R'

Govt have obtained a decree against Asbestos Ltd for about Rs 90,000/- and a suit against the Development Syndicate for an equal sum (about Rs 91,000/-) is still pending.

'J' in the 2nd linked file

8) The Dev! Syndicate being a firm, & not a limited company, Messrs Kariamma & Garudachar are liable as partners of the firm for the debt due to the Government for the recovery of which the suit is filed by Govt as Receivers appointed in the Sandal oil case. The compromise of the claim against these gentlemen in the Sandal oil suit cannot in any way effect their liability in the suit filed against the Syndicate. This point has not been made clear in the proposals sent up

The release is ~~not~~ in the linked D.S. No. 289 20-7-34

NOTE—Contn. Sheet.

Compromise in S. O. civil Suit.

4

Law File No. 133 of 1932. | General and Revenue Secretariat

by the Director. But that is the legal effect of accepting the offer made by the gentlemen in their letter of 7th April 1933 addressed to the Director. On this point, the Govt Advocate also will be consulted if approved. He is now however out at Ooty & will be returning after 1st May. The Sandal oil case is posted for framing of issues to 22nd May, after the reopening of the Courts.

Submitted for orders.

Gen Secy) DRP 12/4

9) Please put up a draft approving the proposal of the Director.

DRP 12/4

Submitted in person. Instructed to put up a draft G.O.

DRP 12/4

10) Submit with a draft G.O. according to

ISD 13/4

fair draft

DRP 12/4

Typing Section)

Fair draft put up.

ISD 14/4

TYPING SECTION * 13 APR. 1933 GENL. & REV. SEC.

11) Oral instruction from Hon'ble Member.

RR 12/4/33.

Compromise in Sandal oil civil suit. 5

General and Revenue Secretariat | Law File No. 133 of 1932. | [App. F. III—2

Serial No.

15 APR. 1933 No. 6795

12) A draft G.O accepting the offer of Messrs B.K. Garudachar and M. Harianna is put up for consideration and approval.

Gen Secy) BNP 13/4

PRG 13/4/33

I Sec'y 13/4

12) As explained by the Director, the case against Messrs Garudachar and Harianna rests entirely on the assumption that they were negligent in the performance of their duties as Directors of the Essenfleur Products. I understand that it is rather difficult to bring home the offence of negligence to Directors of joint-stock companies. Mr. Nageswara Iyer knows all about this case from the very beginning and after conducting the suit on behalf of Government until its present stage, he considers that it would be wise to settle it by compromise out of court. It is now over two years since the suit was filed and the case has just reached the stage of framing issues. If it is proceeded with, it will take some years before it will be finally settled and it is doubtful whether the decision will be in favour of Government. In view of these circumstances, I think it is desirable to accept the offer of these two gentlemen

NOTE—Contn. Sheet.

WD 0246 -GPB—15,000—22-8-32

gentlemen and close the case against them.

14) As regards the amount to be paid by them, it is difficult to say what can be considered fair. Soon after the discovery of the defalcation, these two persons along with, I believe, four others were prepared to pay Rs 25,000 each. Conditions then were, however, different and the understanding ~~then~~ was that no proceedings, civil or criminal should be taken if a sum of a lakh and a half was paid by all the persons who were concerned in the matter. As far as we know, Messrs Garudachar and Harianna do not appear to have benefited from the ~~xxxxxx~~ moneys misappropriated. The Director states that it is not possible to get more from them and I think, therefore, the sum offered by them, may be accepted.

15) Our position in respect of the decree against the Asbestos Ltd. and the suit against the Development Syndicate, requires consideration. The first of these concerns is a joint-stock company and no question of the personal liability of these two gentlemen would arise. The second is a partnership and Messrs Garudachar and Harianna are members of it. The claim of Government against these two concerns is because they are debtors to the ~~Seenfleur~~ Essenfleur Products. The Bank of Mysore holds a decree against the Essenfleur Products and this concern is on offer for sale as a going concern in execution of the decree. It has already been twice sold and the sale proceeds do not cover more than a small fraction of the money owed. Besides, if it is disposed of as a going concern, its claims against the

Asbestos

Compromise in Sandal oil Court Suit.

7

Serial No.

Asbestos Ltd. and the Development Syndicate will go to the purchaser of the Essenfleur Products and there will be nothing left against which Government can proceed for realising their dues from the Essenfleur Products. Apart from this consideration, the object with which Messrs Harianna and Garudachar have made their offer is to be freed from the vexation to which they are now subject by the Government litigation against them, and if they are freed from personal liability in respect of their association with the Essenfleur Products, the same concession should be shown in regard to their association with the Development Syndicate as well.

16) If it is decided to accept the offer of Messrs Harianna and Garudachar, the case would require submission to His Highness in view of its importance.

DEWAN. 5/35 APR. 15

D E W A N.)

15/4/33

RR 15/4/33 -

mmp 15/4

Office of the Second Member of Council, 17 APR. 1933 No. 8652

9m 15-4-33

Sd/- for personal

RR 17/4/33

mmp 17.4

NOTE—Contn. Sheet.

Please call the D.T.N. put up typed

ML 17/4

WD 0246 -GPB—15,000—22-8-32

ML 17/4/33

17/4/33

Compromise in Sandal wl Civil Sup.

5329
P.

Law File No. 133 of 193 2 | General and Revenue Secretariat

OFFICE OF THE
File
18 APR. 1933
6890

Typed D. F. N. Sub²

TSD 18/4

A draft Trial Note is herewith put up for consideration

(First member)

RMP 18/4

Appd

19/4/33

Dewan)

19.4

OSDs may be read with a SN

RMP 19/4

20/4/33

DEWAN'S OFFICE
6624
19 APR. 1933

9

Submitted to His Highness.

I submit herewith a Final Note by the First *Member of Council on the subject of* Civil suit against the Essenflour Products, Limited

for His Highness' gracious approval.

Bangalore,
20th April 1933)

M N Krishna Rao
Offg: *Dewan.*

Final Note by the First Member of Council.

Subject:—

Civil Suit against the Essenfleur Products, Limited.

These papers relate to an offer made by Messrs B. K. Garudachar and M. Harianna to pay to Government Rs 12,500 each, if Government agree to release them from their personal liability in the Sandal Oil Civil Suit filed against them and the Essenfleur Products, Limited.

The claim of Government in the suit is for over --- 8 lakhs. The case against the sons of the late Mr. Vardhamaniah who ~~are~~ were also defendants in the suit, was compromised for Rs 20,000/- and I beg to invite reference to my Submission Note of the 13th August 1932 in this connection.

The case against Messrs B. K. Garudachar and M. Harianna rests entirely on the assumption that they were negligent in the performance of their duties as Directors of the Essenfleur Products, Ltd. I understand that it is rather difficult to bring home negligence to Directors of Joint Stock Companies. It is now over two years since the suit was instituted and the case has just now reached the stage of framing issues. If it is proceeded with, it will take some years before it will be finally settled and it is doubtful if the decision will be in favour of Government. Mr. A. R. Nageswara Iyer, the Government Advocate, who knows all about the case, considers that this is eminently a fit case for compromise. (Page 2)

As regards the amount to be paid by them, it is difficult to say what can be considered fair. Soon after the

discovery

discovery of the defalcation, these two persons along with four others were prepared to pay Rs 25,000/- each. Conditions then were, however, different and the understanding was that no proceedings, civil or criminal, should be taken if a sum of a lakh and a half was paid by all the persons who were concerned in the matter. As far as is known, Messrs Garudachar and Harianna do not appear to have benefited from the moneys misappropriated. The Director states that it is not possible to get more from them than what they have agreed to pay and I think, in view of the circumstances of the case, the amount offered by them, may be accepted.

Our position in respect of the decree against the Asbestos, Limited, and the suit against the Development Syndicate requires consideration. The first of these concerns is a joint-stock company and no question of the personal liability of these two gentlemen would arise. The second is a partnership and Messrs Garudachar and Harianna are members of it. The claim of Government against these two concerns is because they are debtors to the Essenfleur Products. The Bank of Mysore holds a decree against the Essenfleur Products and this concern is on offer for sale as a going concern in execution of t h e decree. It has already been twice sold and the sale proceeds do not cover more than a small fraction of the money owed. Besides, if it is disposed of as a going concern, its claims against the Asbestos, Ltd., and the Development Syndicate will go to the purchaser of the Essenfleur Products and there will be nothing left against which Government can proceed for realising their dues from the Essenfleur Products. Apart from this consideration, the object with which Messrs Harianna and Garudachar have made their offer is to be freed from the vexation to which they are now subject by the Government litigation against them, and if they

are freed from personal liability in respect of their association with the Essenfleur Products, the same concession would have to be shown to them as members of the Development Syndicate as well.

Page 7 of office Notes

The Dewan and the Second Member of Council agree to the proposal to accept the sums offered by Messrs Garudachar and Harianna and to close the case against them. I solicit the gracious sanction of His Highness to this proposal.

Bangalore,)
19th April 1933.)

MEMBER OF COUNCIL.

Record of Cases submitted for the Orders of His Highness the Maharaja.

Subject.

Proposal to accept the offer made by Messrs. B.K.Garudachar and M. Harianna in connection with the civil suit filed against them and the Essenfleur Products, Limited.

561

Order.

~~KRM~~

24/4/33

25/4/33

26/4/33

5379

24

553
HH

General and Revenue
Secretari at

Proposal to accept the offer made by Messrs. B.K. Garudachar and M. Hariappa in connection with the Civil suit filed against them and the Essemflour Products, Ltd

(*)

31. All urgent or confidential files returned with His Highness' orders may in the absence of instructions or indications to the contrary, be ordinarily circulated to the Members of Council for perusal after the issue of orders.

33. The Secretaries concerned should see that orders in the cases referred to above are issued at once and that the files are returned immediately after to the Chief Secretary for circulation to the Members.

34. In all other cases, the files will first be circulated to the Members of Council at Headquarters and then sent to the Secretariat concerned for the issue of orders.

Circulated to Members of Council for perusal of His Highness' orders before/after issue of orders. (*Vide* Rules 31, 33 and 34 of the Subsidiary Rules for the conduct of business of Council in the Manual of Council Rules and Procedure.)

R. Rangaiah

Chief Secretary to Government.

Through the Secretary to Government,

General Department. Hm 26.4.

8962/27/4

7147/27/4

FIRST MEMBER OF COUNCIL. Hm 27-4-33

SECOND MEMBER OF COUNCIL. 27/4

~~THIRD MEMBER OF COUNCIL~~

5.P.M

General Secy, with Comps.

PSR 28/4/33.

H. Secy. Council 3 E725

NOTE.—Comm. sheet

Draft-Issue Secy.

Issue 1/5

Issue 1.5.33

Issue MP 28/4

Hm 28/4

5379

15

General and Revenue Secretariat	File No.	of 193 .	[App. F. III—2

Serial No.

The Finance, S.O.I

Govt. Ad.

Compromise to Govt Hindu Endowments

G.O. no. P. 5562-64 Law 133-32-1 dated 29.4.33 accepting the offer of Messrs B.K. Gandachar and M. Hariappa, for a Compromise in the Suit vide Civil suit on payment of a Consideration of Rs 12,500/- each.

B.G. Shm

(To be placed in the S.O.C. Register)

11/5/33 ✓

NOTE—Contn. Sheet.

WD 0246 —GPB—15,000—22-8-32

Address :—"Sandal Bangalore"

5937 P 32-46

SANDALWOOD OIL FACTORY

Bangalore, 12th May 1933.

12.

No. 4812 Council.

FROM A.V. Ramanathan Esq., B.A.,
~~C.V. VENKATANATHA PACHAR, Esq., B.A., B.L.~~

DIRECTOR, SANDALWOOD OIL FACTORY IN MYSORE,

BANGALORE.

GENERAL SECRETARIAT
15 MAY 1933
No. 8xx

To The General Secretary to the Government of Mysore,
Bangalore.

Sir,

7(B) I have the honour to invite reference to G.O. No.P.5562-64/Law 133-32-2 dated 29th April 1933, and to state that a sum of Rs 25,000/- has since been received from Messrs. B.K. Garudachar and M. Hariyanna in settlement of our claim in O.S. No.28/30-31 on the file of the District Judge, Bangalore. I have also requested the Government Advocate to report this fact to the Court.

I have the honour to be,

Sir,

Your most obedient servant,

Director. 17/5

Submitted for formal

2nd member 15/5

1st member through Devan) 7733/16/5

1st member. 16/5

Bnp 15/5/33

Asst. 15.5.33

mnl 16/5

Asst. 16.5.33

mnl 16/5

Devan. 18/5

~~Secretary~~

Asst. 19.5.33.

mnl 19/5

Asst. 22.5.33

mnl 19/5/33

B

Bnp 23/5/33

OFFICE OF THE
Filed in
17 MAY 1933
No. 9594

Tel. Address :—"Sandal Bangalore"

5374 P 32

SANDALWOOD OIL FACTORY

Bangalore, 10th April 1933.

Law 132-32-1

No. 4172/2

FROM N. RAJA RAO ESQ., B.A., B.L.,
C.RANGANATHACHARLU SAHIB ESQ. B.A.B.L.,
DIRECTOR, SANDALWOOD OIL FACTORY IN MYSORE,
BANGALORE.

Submitted for perusal in the first instance. (Gen Secy) 10/4

Gen. Secy. Please put up Reply Today by 2 Pm 11/4/33.

To

The Secretary to the Government of Mysore,
Development Department, Bangalore.

Sir,

I have the honour to submit herewith a letter received by me from Messrs. M. Hariyanna and B.K. Garudachar, defendants No.3 and 4 respectively in O.S. No.28 of 1930-31 (Government of Mysore VS The Essenfleur Products Co., Ltd., and others), praying that they might be released from the claim against them in that case in consideration of their paying a sum of Rs 12,500/- each or Rs 25,000/- in all.

In this case the claim against defendants 5, 6 and 7 who are the sons of the late Mr. M.L. Vardhamaniah, has already been compromised in accordance with G.O. No.P.S45-47/Law 159-31-8 dated 8th August 1932.

Messrs. M. Harianna and B.K. Garudachar are the Directors of the Essenfleur Products and the gist of the case against them is that they were grossly negligent in the performance of their duties as responsibl officers of the company, and that they by their "active and fraudulent conduct" enabled the misappropriation of monies belonging to Government please see more particularly paragraphs 16 to 19 of the plaint. My personal opinion is that the case against them is not strong, and that there is a likelihood of the evidence available at this date being found to fall short of what is required to prove our claim. I have had several discussions with the Government Advocate on this subject,

and he concurs with me in the view that the success of our suit being problematical, the best course would be to settle the matter out of court. I beg to enclose for reference my letter dated 7th April 1933 to the Government Advocate on this subject and his reply of the same date endorsed at the foot of my letter that "this is eminently a fit case for compromise".

The amount offered by the defendants is, in my opinion, quite reasonable, having regard to all the circumstances of the case - the long course of litigation necessary if the claim were to be pursued, the uncertainty of the result and the possible financial results even in the event of success. I have also satisfied myself after strenuous discussion that there is no possibility of a higher amount being obtained.

With reference to para 2 of the letter from Messrs. Hariyanna and Garudachar, my own impression is that the statements in it are substantially true and that these gentlemen cannot be said to have derived any benefit to themselves out of the transactions which form the subject matter of the suit. They are both of them merchants of high social standing, and Mr. Garudachar has a distinguished record of public service.

I therefore strongly recommend that the offer made by Messrs. Hariyanna and B.K. Garudachar might be graciously accepted and that I might be permitted to realise the amount offered by them and instruct the Government Advocate to report settlement to the Court.

I have the honour to be,

Sir,

Your most obedient servant,

M Rama Rau

Director.

Rec on 7.4.33 at 3.15 PM

3

Bangalore, date 7.4.1933.

Dear Sir,

With reference to the conversation we had with you we beg to confirm the same hereby that we are willing to pay Rs 25,000/- in all that is 12500/- each in consideration of our being released from the case O.S.No.28 of 30-31 on the file of the District Judge, Bangalore, (Government of Mysore Vs. Essenfleur Products Co. and others).

We beg to reiterate that we are entirely innocent, that we have suffered heavy losses owing to our connection with the old firms and that we have not been in the least benefitted out of these transactions. We are raising this amount with the utmost difficulty as all our businesses are suffering owing to the slump in the market and we are doing it to have peace of mind and maintain our old loyal relationship with the Government. We are highly grateful to you for the great help you have been to us in this matter.

We will be grateful to the benign Government if they will kindly acquiesce in this request and grant us relief from annoyance, worry and trouble.

Yours sincerely,

M Ramiyanna

N. Rama Rao Esq., B.A., B.L.,
Director of Industries & Commerce,
and Director, Sandal Oil Factory,
Bangalore.

My dear Narasimhan Iyer,

Mr B.K. Gaindharan approached me this morning with a request that the claim against him in the Srirangam Court might be settled out of Court. I have asked him to see me again at 3.30 PM today.

I am not quite clear in my mind as to what is the subject matter of the suit. Is it the question of the right of way? I believe you had to go to Srirangam in this connection. Please let me know what is the nature of our case in this matter. It is extremely problematical and what the best course would be is to compromise, and have reasonable compromise, and [illegible] in our hands of the business. If you are able I shall try to get Mr Gaindharan

Offer at Rs 2 a Share for purchase of Tonia Rung at near Rs 15,000 (Rupees)

for a compromise

Please let me know your

views about this

course advocated

Yours sincerely

K Rama Rao

Dear Mr. Rama Rao

I agree with you that this is a fit case for compromise

Yours

A Meagher

7.4.33

SANDALWOOD OIL FACTORY

Bangalore, 10th April *193* 3.

No. 472

FROM N. RAMA RAO ESQ., B.A., B.L.,
~~RANGANATHA RAO SAHIB ESQRE B.A.B.L.~~,
DIRECTOR, SANDALWOOD OIL FACTORY IN MYSORE,
BANGALORE.

To

The Secretary to the Government of Mysore,
Development Department, Bangalore.

Sir,

I have the honour to submit herewith a letter received by me from Messrs. M. Hariyanna and B.K. Garudachar, defendants No.3 and 4 respectively in OJS. No.28 of 1930-31 (Government of Mysore VS The Essenfleur Products Co., Ltd., and others), praying that they might be released from the claim against them in that case in consideration of their paying a sum of Rs 12,500/- each or Rs 25,000/- in all.

In this case the claim against defendants 5, 6 and 7 who are the sons of the late Mr. M.L. Vardhamaniah, has already been compromised in accordance with G.O. No.P.345-47/Law 159-31-8 dated 8th August 1932.

Messrs. M. Harianna and B.K. Garudachar are the Directors of the Essenfleur Products and the gist of the case against them is that they were grossly negligent in the performance of their duties as responsible officers of the company, and that they by their "active and fraudulent conduct" enabled the misappropriation of monies belonging to Governme please see more particularly paragraphs 16 to 19 of the plaint. My personal opinion is that the case against them is not strong, and tha there is a likelihood of the evidence available at this date being found to fall short of what is required to prove our claim. I have had several discussions with the Government Advocate on this subject,

"GRAMS: "SANDAL," BANGALORE

MR. N. RAMA RAO. B.A. B.L.
DIRECTOR OF SANDALWOOD OIL FACTORY IN MYSORE

4022

6576 of 32
P 633

Bangalore, dated the 5th April 1933.

OFFICE
15 APR. 1933
M.223

Dev Dept

D. O. No. 4172

(3/4/33)

Dear Sir,

I beg to enclose copy of a letter I have addressed to the Development Secretary, recommending for acceptance the proposal received from Messrs. M. Hariyanna and B.K. Garudachar that in consideration of a payment by them of Rs 25,000/- in all, the case against them in O.S. No.28 of 1930-31 might be compromised. I beg that early orders might be passed in the matter.

This may also be sent to the Dept. where this Judicial is being dealt-with

15/4/33

MM
15/4

With respect,

Yours sincerely,

N. Rama Rao

Rajakaryaprasakta Diwan Bahadur
M.N. Krishna Rao Esq., B.A.,
1st Member of Council.

and he concurs with me in the view that the success of our suit being problematical, the best course would be to settle the matter out of court. I beg to enclose for reference my letter dated 7th April 1933 to the Government Advocate on this subject and his reply of the same date endorsed at the foot of my letter that "this is eminently a fit case for compromise".

The amount offered by the defendants is, in my opinion, quite reasonable, having regard to all the circumstances of the case - the long course of litigation necessary if the claim were to be pursued, the uncertainty of the result and the possible financial results even in the event of success. I have also satisfied myself after strenuous discussion that there is no possibility of a higher amount being obtained.

With reference to para 2 of the letter from Messrs. Hariyanna and Garudachar, my own impression is that the statements in it are substantially true and that these gentlemen cannot be said to have derived any benefit to themselves out of the transactions which form the subject matter of the suit. They are both of them merchants of high social standing, and Mr. Garudachar has a distinguished record of public service.

I therefore strongly recommend that the offer made by Messrs. Hariyanna and B.K. Garudachar might be graciously accepted, and that I might be permitted to realise the amount offered by them and instruct the Government Advocate to report settlement to the Court.

I have the honour to be,

Sir,

Your most obedient servant,

N. Ramesam

Director.

Proceedings of the Govt. of His Highness the Maharaja of Mysore.

R e a d:-

G.O.No.D. 3342-3 S.O.F. 27-29-5 dated 18th September 1930 sanctioning the institution of a civil suit against the Essenflour products Company Ltd. and its directors Messrs B.K.Garudachar, M.Harianna and others for recovery of Sandal Oil moneys due to Government.

2. G.O.No.P.845-47/Law 159-31-8 dated 8th August 1932 approving, subject to certain conditions, the settlement out of Court, of the case against the sons of the late Vardhamaniah, Defendants 5 to 7 in the Sandal Oil Civil Suit O.S.No. 28 of 30-31 on the file of the District Judge, Bangalore.

3. Letter No.4172/2 dated 10th April 1933 from the Director of Sandal Oil Factory forwarding a letter of 7th April 1933 from Messrs. M.Harianna and B.K.Garudachar expressing their willingness to pay Rs.25,000 in all, that is Rs.12,500/- each, in consideration of their being released from the case O.S. 28 of 30-31 on the file of the District Judge, Bangalore—and recommending, in the circumstances stated, that the offer made by them may be accepted by Government and that he be permitted to realise the amount offered by them and instruct the Government Advocate to report the settlement to Court.

****

O R D E R No. MOP 5362-64/Law 133-32-2

Dated 29/4/ 1933

Government are pleased to accept the

10

the offer made by Messrs. Garudachar and M. Harianna. The Director of Sandal Oil Factory is requested to realise the amount and to instruct the Government Advocate to report the settlement to the District Court.

13/4/33

12/4 For General Secy. to Govt.

15/4/33

To

The Director, Sandal Oil Factory.

The Government Advocate.

The Comptroller to Government through Finl. Sectt.

Copy to Dep. Bor.

c.

PROCEEDINGS OF THE GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF MYSORE

Read:-

Government Order No.D. 3342-3/S.O.F. 27-29-5 dated 18th September 1930 sanctioning the institution of a civil suit against the Wesen-flour Products Company Ltd., and its directors Messrs. B.K. Garudachar, M. Harianna and others, for recovery of Sandal Oil moneys due to Government.

2. Government Order No.P.845-47/Law. 159-31-8 dated 8th August 1932 approving subject to certain conditions, th tlement, out of Court, of the case against the sons of the late Varadamaniah, Defendants 5 to 7 in the Sandal Oil Civil Suit O.S.No. 28 of 30-31 on the file of the District Judge, Bangalore.

3. Letter No. 4172/2 dated 10th April 1933 from the Director of Sandal Oil Factory forwarding a letter of 7th April 1933 from Messrs. M. Harianna and B.K. Garudachar expressing their willingness to pay Rs. 25,000/- in all, that is Rs. 12,500/- each, in consideration of their being released from the case O.S. 28 of 30-31 on the file of the District Judge, Bangalore and recommending in the circumstances stated, that the offer made by them may be accepted by Government and that he be permitted to realise the amount offered by them and instruct the Government Advocate to report the settlement to Court.

Order, No. P.5562-64/Law. 133-32-2

Dated, Bangalore the 29th April 1933.

Government are pleased to accept the offer made by Messrs B.K. Garudachar and M. Harianna. The Director of Sandal Oil Factory is requested to realise the amount and to instruct the Government Advocate to report the settlement to the District Court.

M Nagaraj

Jr. General Secretary to Government.

TSD

The Director of Sandal Oil Factory,
The Government Advocate.

Comptroller Mem' Jud Sect.